

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
AIKEN DIVISION**

CENTRAL MUTUAL INSURANCE	)	Civil Action No. 1:21-cv-00469-JMC
COMPANY, AS SUBROGEE OF BRENDA	)	
WYATT,	)	
	)	
Plaintiff,	)	
	)	<b>THERMA-STOR LLC’S ANSWER TO</b>
vs.	)	<b>CROSS-CLAIM OF DEFENDANT</b>
	)	<b>RESIDEO TECHNOLOGIES, INC.</b>
RESIDEO TECHNOLOGIES, INC.,	)	
THERMA-STOR, LLC, AND REGAL	)	
BELOIT CORPORATION,	)	
	)	
Defendants.	)	
	)	

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Defendant Therma-Stor, LLC (“Therma-Stor”), by its attorneys, Parker Poe Adams & Bernstein LLP, by Robert H. Jordan, and Axley Brynelson, LLP, by Brian C. Hough and Justin H. Lessner, hereby answers the Cross-Claim of Resideo Technologies, Inc. as follows:

**ANSWER**

1. Answering Paragraph 63 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC asserts that Paragraph 63 does not state an allegation to which a responsive pleading can be asserted. To the extent a responsive pleading is required, Therma-Stor denies the allegations.

2. Answering Paragraph 64 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC admits that it manufactured and supplied certain dehumidifiers for Honeywell.

3. Answering Paragraph 65 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations, and therefore, they are denied.

4. Answering Paragraph 66 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations, and therefore, they are denied.

5. Answering Paragraph 67 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC denies the allegations.

6. Answering Paragraph 68 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations, and therefore, they are denied.

7. Answering Paragraph 69 of the Cross-Claim of Cross-Claimant, Defendant Resideo, the allegations are legal conclusions to which no responsive pleading is required.

8. Answering Paragraph 70 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC denies the allegations.

9. Answering Paragraph 71 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC asserts that Paragraph 71 does not state an allegation to which a responsive pleading can be asserted. To the extent a responsive pleading is required, Therma-Stor denies the allegations.

10. Answering Paragraph 72 of the Cross-Claim of Cross-Claimant, Defendant Resideo, the allegations are legal conclusions to which no responsive pleading is required.

11. Answering Paragraph 73 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC denies the allegations.

12. Answering Paragraph 74 of the Cross-Claim of Cross-Claimant, Defendant Resideo, the allegation does not require a responsive pleading. To the extent a responsive pleading is required, Therma-Stor denies the allegations.

13. Answering Paragraph 75 of the Cross-Claim of Cross-Claimant, Defendant Resideo, Therma-Stor LLC denies the allegations.

14. Therma-Stor LLC incorporates by reference the affirmative defenses it asserted in its Answer to Plaintiff's Complaint and further asserts the following affirmative defenses in response to Resideo's cross-claims:

**For a First Affirmative Defense**  
**(Failure to State a Claim)**

Resideo fails to allege facts sufficient to constitute a cause of action upon which relief can be granted and should be dismissed with prejudice pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

**For A Second Affirmative Defense**  
**(Breach of Contract)**

Resideo's claims are barred in whole or part based on Resideo's breach of the applicable contract(s).

**For a Third Affirmative Defense**  
**(Unclean Hands)**

Resideo's claims for equitable relief, such relief is barred in whole or part based on the unclean hands doctrine

**For a Fourth Affirmative Defense**  
**(Waiver, Estoppel, Laches)**

Resideo's claims are barred in whole or part based on the doctrines of waiver, estoppel or laches

**For a Fifth Affirmative Defense**  
**(Failure to Mitigate)**

Resideo's claims are barred in whole or part based on Resideo's failure to mitigate its alleged damages.

**For a Sixth Affirmative Defense**  
**(Express terms of a contract)**

Resideo's claims are barred in whole or part under the express terms of the applicable contract(s) and/or under the law of contract.

**For a Seventh Affirmative Defense**  
**(Ratification)**

Resideo's claims are barred in whole or part based on the doctrine of ratification.

**For an Eight Affirmative Defense**  
**(Ripeness)**

Resideo's equitable claims are barred in whole or part because they are not ripe.

**For an Ninth Affirmative Defense**  
**(Reservation to Amend)**

As discovery in this case progresses, Therma-Stor reserves its right to amend this answer and affirmative defenses.

WHEREFORE, Therma-Stor LLC requests the Court dismiss the Cross-Claims and enter judgment in favor of Therma-Stor LLC, awarding it its costs and fees, along with such other relief as the Court deems just and proper.

Respectfully submitted,

s/ Robert H. Jordan

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ATTORNEYS FOR DEFENDANT  
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April 19, 2021.  
Charleston, South Carolina